

SOLICITATION, OFFER,  
AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NO.  
NNK10317674E

2. TYPE OF SOLICITATION

☒ SEALED BID (IFB)

☐ NEGOTIATED (RFP)

3. DATE ISSUED  
November 3, 2009

PAGE OF PAGES  
1 of 29

IMPORTANT — The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.  
NNK10CA13D

5. REQUISITION/PURCHASE REQUEST NO.  
4200317674

6. PROJECT NO.  
RECOVERY - Commercial Crew  
Enabling Initiatives - Upgrades to  
Launch Complex 40, PCN 98818

7. ISSUED BY:

CODE OP-CS-A

JOHN F. KENNEDY SPACE CENTER, NASA  
PROCUREMENT OFFICE CODE: OP-CS-A  
KENNEDY SPACE CENTER, FL 32899

8. ADDRESS OFFER TO:  
JOHN F. KENNEDY SPACE CENTER, NASA  
PROCUREMENT OFFICE CODE: OP-CS-A  
Bldg M6-0399, Attn: Nancy A. Potts  
KENNEDY SPACE CENTER, FL 32899

9. FOR INFORMATION  
CALL:

A. NAME

Nancy A. Potts, Contracting Officer

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)  
(321) 867-4646

SOLICITATION

NOTE: In sealed solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, Identifying no., date):

CLIN 0001 - TASK 1 (Base Bid) - The contractor shall furnish all labor, equipment, materials and related activities necessary for the "Recovery" Commercial Crew Enabling Initiatives - Upgrades to Launch Complex 40, at the Cape Canaveral Air Force Station, Florida. All work shall be accomplished in accordance with the terms and conditions of Contract NNK10CA13D (including attachments), wage determination FL080017, dated 11/20/09, Statement of Work dated December 1, 2009 and Attachments A-L

CLIN 0001 - Task 1 (Base Bid) - RECOVERY - Reactivate and Refurbish Equipment  
CLIN 0002 - Option 1 - RECOVERY - Install Conductive Flooring in Hangar Hypergol Area  
CLIN 0003 - Option 2 - RECOVERY - Lightning Protection Towers  
CLIN 0004 - Option 3 - RECOVERY - Minor Facility Equipment Upgrade and Refurbish  
CLIN 0005 - Option 4 - RECOVERY - Minor Facility Corrosion Control and General Upgrade

OFFEROR'S NOTE: See Article I.20, "OPTION FOR INCREASED CONSTRUCTION PERFORMANCE" for information regarding the periods during which the Government may exercise options 1 through 4.

OFFEROR'S NOTE: See Article F.1b, "FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)" for information regarding the performance periods for the base bid and options 1 through 4.

11. The Contractor shall begin performance within ( ) calendar days and complete it within ( ) calendar days after receiving [ ] award, [ X ] notice to proceed. This performance period is [ X ] mandatory, [ ] negotiable (See \*See Article F.1b

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS. (If "YES," indicate within how many calendar days after award

12B. CALENDAR DAYS

YES

10 calendar days

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 3:00 pm local time **November 30, 2009**. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [ X ] is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

## OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

CANADVERAL CONST. CO. INC.  
3475 U.S. #1  
MIMS, FL 32754

15. TELEPHONE NO. (Include area code)

321-269-4011

16. REMITTANCE ADDRESS (Include only if different than item 14)

SAME

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13D. Failure to insert any number means the offeror accepts the minimum in item 13D.)

AMOUNTS

SEE ATTACHED

18. The offeror agrees to furnish any required performance and payment bonds.

## 19. ACKNOWLEDGEMENT OF AMENDMENTS

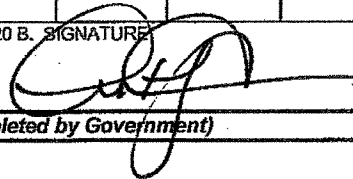
(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	1	2									
DATE	12/24/09	12/7/09									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)

ARTHUR LLOYD, VICE PRESIDENT

20 B. SIGNATURE



20C. OFFER DATE

12/11/09

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE ATTACHED

22. AMOUNT (TOTAL TASK ORDER AWARD)

\$ 799,000.00

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICE TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

ITEM

27

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

[ ] 10 U.S.C. 2304(c) ( ) [ ] 41 U.S.C. 253(c) ( )

26. ADMINISTERED BY CODE OF CS-B

JOHN F. KENNEDY SPACE CENTER, NASA  
PROCUREMENT OFFICE CODE: OP-CS-B  
KENNEDY SPACE CENTER, FL 32899

27. PAYMENT WILL BE MADE BY

NASA Shared Services Center (NSSC)  
Financial Management Division (FMD) - Accounts Payable  
Bldg 1111, C. Road  
Stennis Space Center, MS 39529

## CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

[ ] 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

[X] 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or Print)

31A. NAME OF CONTRACTING OFFICER (Type or Print)

NANCY A. POTTS

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY



12/21/09

SF1442 BACK, Block 17 continued.

17. The offeror agrees to perform the work required at the prices below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

CLIN	DESCRIPTION	UNIT	UNIT PRICE
0001	<b>TASK 1</b> <b>(Base Bid)</b> RECOVERY - Reactivate and Refurbish Equipment	1 JOB	\$ <u>245,000.00</u>
0002	<b>OPTION 1</b> RECOVERY - Install Conductive Flooring in Hangar Hypergol Area	1 JOB	\$ <u>108,000.00</u>
0003	<b>OPTION 2</b> RECOVERY - Lightning Protection Towers	1 JOB	\$ <u>140,000.00</u>
0004	<b>OPTION 3</b> RECOVERY - Minor Facility Equipment Upgrade and Refurbish	1 JOB	\$ <u>154,000.00</u>
0005	<b>OPTION 4</b> RECOVERY - Minor Facility Corrosion Control and General Upgrade	1 JOB	\$ <u>152,000.00</u>
	<b>TOTAL</b>		\$ <u>799,000.00</u>
<hr/> <b>AWARD (To be completed by the Government)</b> <hr/>			

SF1442 BACK, Block 21 continued.

21. ITEMS ACCEPTED:

CLIN	DESCRIPTION	UNIT	UNIT PRICE
0001	<b>TASK 1</b> <b>(Base Bid)</b> RECOVERY - Reactivate and Refurbish Equipment	1 JOB	\$ <u>245,000.00</u>
0002	<b>OPTION 1</b> RECOVERY - Install Conductive Flooring in Hangar Hypergol Area	1 JOB	\$ <u>108,000.00</u>
0003	<b>OPTION 2</b> RECOVERY - Lightning Protection Towers	1 JOB	\$ <u>140,000.00</u>
0004	<b>OPTION 3</b> RECOVERY - Minor Facility Equipment Upgrade and Refurbish	1 JOB	\$ <u>154,000.00</u>
0005	<b>OPTION 4</b> RECOVERY - Minor Facility Corrosion Control and General Upgrade	1 JOB	\$ <u>152,000.00</u>
	<b>TOTAL TASK ORDER AWARD</b>		\$ <u>799,000.00</u>

In accordance with H.6(g), the task order placement process will provide primarily for a process where low price wins, operating in a sealed bidding manner. The Contracting Officer, however, may perform best value tradeoffs between price and non-price considerations. When applicable, notification of best value tradeoff evaluations will be included in task order solicitations. This task order is not a best value tradeoff acquisition.

This Task Order is issued under and incorporates by reference all the terms and conditions, including attachments, contained in IDIQ General Construction Contract NNK07CB24B. Contract Articles requiring fill-ins are provided herein and identified by the appropriate Contract Article designation.

**B. 4 NFS 1852.216-78 FIRM FIXED PRICE (DEC 88)**

The total firm fixed price of this contract is \$799,000.00

**C. 1 SCOPE OF WORK**

The Contractor shall furnish all management, supervision, labor, transportation, facilities, materials, tools, disposal, coordination of subcontractors, documentation and equipment (except any Government provided property, including utilities, as may be specified in individual task orders), and all related activities necessary for the performance of projects as described in task orders. All work shall be accomplished in accordance with the terms and conditions of the contract and task order **statement of work entitled, STATEMENT OF WORK FOR THE DESIGN-BUILD OF Upgrades Launch Complex 40, CCAFS Recovery Act including Attachments A through L dated December 1, 2009** and within the performance schedule set forth in FAR clause 52.211-10, Commencement, Prosecution, and Completion of Work, to be cited in each task order. The nature of the work is one of construction, modification, repair and rehabilitation of facilities (to include limited design-build capability). Contractor effort extends beyond the conventional, single job construction effort and requires the capability to plan, schedule, coordinate, manage, and execute a fluctuating flow of unrelated projects with a variety of skills and skill levels. Work shall include, but is not limited to, mechanical, electrical, civil, structural, and environmental support.

**C. 2 TASK ORDER AWARD DRAWINGS, MAPS AND SPECIFICATIONS**

- (a) This is a design build effort and all work shall be accomplished in accordance with the terms and conditions of the contract and task order Statement of Work entitled, STATEMENT OF WORK FOR THE DESIGN-BUILD OF "RECOVERY" UPGRADES TO LAUNCH COMPLEX 40, CCAFS, PCN 98818, including Attachments A through L dated December 1, 2009.
- (b) The first weekly status meeting shall be held within (7) calendar days of Contract award. The Contractor shall provide the overall project schedule and schedule of values for all individual tasks included in this Statement of Work in order for the Government to perform the required Recovery Act Reporting.

**E. 2 BASIC INSPECTION SYSTEM (APPLICABLE TO THIS TASK ORDER)**

**E. 6 FINAL INSPECTION AND ACCEPTANCE**

Final inspection and acceptance of all work under this contract will be conducted by the Contracting Officer's Technical Representative (COTR). The COTR for this task order is Gene Hajdaj and the Alternate COTR is TBD.

**F.1b FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

Fill in:

(a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed with Task 1 (Base Bid).

(c) complete the entire work ready for use not later than (See below table) calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

	<b>Calendar Days after the date the Contractor receives the Notice to Proceed for Base Bid or Option as appropriate.</b>
<b>TASK 1 (Base Bid)</b>	260 days
<b>OPTION 1</b>	120 days
<b>OPTION 2</b>	120 days
<b>OPTION 3</b>	120 days
<b>OPTION 4</b>	120 days

OFFEROR'S NOTE: See Article I.20, "OPTION FOR INCREASED CONSTRUCTION PERFORMANCE" for specific information regarding the period during which the Government may exercise options 1 through 4.

**F. 3 WORK PERIOD**

Fill in: first shift 7:00 A.M. to 3:30 P.M., on Monday through Friday only.

**F. 4 DOWNTIME AND EXCAVATION HOLDS**

Fill in: Contractor shall allow in his bid for a maximum of 20 days during which all construction activities will be prohibited. In addition the Contractor shall allow for a maximum of 5 days during which all excavation and other subsurface activities will be prohibited but other construction activities will be allowed.

The project includes environmental protection requirements and/or permit conditions as outlined below:

- ☐ Stormwater Permit
- ☐ Potable Water Permit
- ☐ Wastewater Permit
- ☐ NPDES
- ☒ Industrial/Hazardous Wastes
- ☐ Turbidity/Erosion Control
- ☒ Solid Waste Management Unit site
- ☐ Wetlands
- ☐ Endangered Species
- ☐ Other

## **F. 6 OPERATIONAL WORK AREA ACCESS CONSTRAINTS (APPLICABLE TO THIS TASK ORDER)**

Access to the **LC 40 area** construction site(s) will be limited. Contact Space X/Kari Polisch 321-730-4003 LC 40 Pad Operations Manager for access. No work will be allowed on the work site(s) except during assigned work windows. Following is the approximation work window only:

Duration of each work window in days: **30 unless otherwise noted**.

Total duration of all work windows in days: **190**.

The project involves work windows or other access constraints as described below.

During the construction, LC 40 is still an operating active facility. Facility Manager and Design & Build Contractor shall coordinate for working around the time and space allowed so the normal launch pad operations and contract work requirements do not interfere and create conflict with each other.

### **DEFINITIONS:**

**Work Window:** A block of time, established by the Government, during which it is anticipated that scheduled launch or payload processing operations will permit on-site construction. The Contractor is responsible for completing construction tasks, including punch list items, within established work windows.

**Downtime:** A period of time within a work window when the Government must temporarily deny the Contractor access to the work site. The Contractor will be notified of downtime days in accordance with KSC 52.236-132, Downtime and Excavation Holds. Downtime days will be assessed when (1) a work window is active, and (2) the Government requires the Contractor to temporarily vacate the work site.

**Days:** Any reference to “days” shall be construed to mean calendar days.

### **CONSTRAINTS:**

Access to the work site for pre-construction activities occurring before the construction work window, such as field measurements and field investigations, must be coordinated with the Contracting Officer at least 3 days prior to the desired access date.

The Government shall notify the Contractor at least 3 days in advance of a work window. Multiple work windows may occur. Each work window will be at least **30** days in duration. If the project involves work in more than one operational area, the Contractor shall schedule all work activities in each area independently.

The minimum time that will be made available for completing all on-site construction (total of all work windows combined) will be **215** days (including down days) and at least 3 each 30 day work windows without any interruptions.

Work windows may occur at any time during the contract performance period. The Government will schedule each work window depending on the availability of access to the areas affected.

**I.2a FAR 52.222-6 DAVIS BACON ACT (JUL 2005) (APPLICABLE TO THIS TASK ORDER)**  
Department of Labor Wage Determination FL20080017, dated 11/20/2009.

**I.15 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (JAN 2007) (MODIFIED)**

(B)(4)(vii) Fill in: 4 (fill in quantity).

**I.17 KSC ON-SITE FACILITIES AND SERVICES**

**(a) UTILITIES**

☐ There are no utility services available in the work area. All utilities required for performance of the contract work shall be provided by the Contractor.

☒ Pursuant to FAR clause 52.236-14, entitled "Availability and Use of Utility Services," the following utilities are available at no cost to the Contractor in reasonable amounts. Any utility not listed below, required for performance of the contract work, shall be provided by the Contractor.

☒ Potable Water – available only outside the complex perimeter

☒ 120/240 volt electrical service – 120/240 volt electrical service – is available inside the perimeter fence only.

☒ 480 volt electrical service – available only outside the complex perimeter.

**(b) FACILITIES**

☐ Restroom facilities are available within or near the work area. If use of these facilities by the Contractor's employee's results in excessive construction grime and debris, the Contractor will, at the direction of the Contracting Officer, clean the facilities at no cost to the Government.

☒ There are no Government restroom facilities available for use by the Contractor's employees at the work site. The Contractor shall provide all sanitary facilities for the needs of Contractor personnel.

**I.20 OPTION FOR INCREASED CONSTRUCTION PERFORMANCE**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item at the price stated in the Schedule. The Contracting Officer may exercise the option, at the time of award or after, by written notice to the Contractor within (See below table) calendar days after the date the Contractor receives the Notice to Proceed for the Base Bid.

	<b>Calendar Days after the date the Contractor receives the Notice to Proceed for Task 1 (Base Bid).</b>
<b>OPTION 1</b>	90 days
<b>OPTION 2</b>	90 days
<b>OPTION 3</b>	90 days
<b>OPTION 4</b>	90 days

**J-A-1 SUBMITTAL SCHEDULES (APPLICABLE TO THIS TASK ORDER)**

Fill in:

**Alt 1** – (a) Within 7 days of Notice to Proceed, the Contractor shall provide, for approval by the Contracting Officer, the following schedules of submittals

**J-A-2 SHOP DRAWINGS (APPLICABLE TO THIS TASK ORDER)**

(d) Fill in: ( 5 ) calendar days

**J-A-3 RECORD DRAWINGS (APPLICABLE TO THIS TASK ORDER)**

**J-A-4 MATERIAL SAFETY DATA SHEETS (MSDS) SUBMITTAL/CHEMICAL INVENTORY REPORTING AND MANAGEMENT (APPLICABLE TO THIS TASK ORDER)**

**J-A-8 PROGRESS SCHEDULES  
(APPLICABLE TO THIS TASK ORDER)**

Fill in:

(d) Update the progress schedule every 10 calendar days (unless specified otherwise)\* throughout the Contract Performance. All work that has not been completed in accordance with the previously approved schedule shall be rescheduled to reflect actual or planned progress based on the current status date. Submit four copies (and electronic file as applicable) to the Contracting Officer for approval. Progress schedule updates shall be submitted concurrently with progress payment requests.

**J-A-10 STATUS REPORTS ON MATERIALS ORDERS (APPLICABLE TO THIS TASK ORDER)**

(a) Fill in: ( **10** ) days after Notice to Proceed and resubmitted every (10) days

**J-A-11 SCHEDULING (APPLICABLE TO THIS TASK ORDER)**

Fill in: Launch Complex 40

**J-A-12 STORAGE TANK REPORTING (APPLICABLE TO THIS TASK ORDER)**



**J-D-1 DISPOSAL AND SALVAGE OF MATERIALS (APPLICABLE TO THIS TASK ORDER)**

**J-D-3 TURBIDITY & EROSION CONTROL (APPLICABLE TO THIS TASK ORDER)**

**J-D-4 ASBESTOS-CONTAINING BUILDING MATERIALS (APPLICABLE TO THIS TASK ORDER)**

**J-D-5 WEEKLY STATUS MEETING (APPLICABLE TO THIS TASK ORDER)**

**J-D-8 SUPERINTENDENT ASSIGNMENT (APPLICABLE TO THIS TASK ORDER)**

Fill in: Alt 1

**J-D-10 ABRASIVE BLASTING AND PAINTING (APPLICABLE TO THIS TASK ORDER)**

**J-D-13 PERMIT REQUIREMENTS**

Fill in:

The following Environmental permits are known to be required for this project

(\*Fill-In or state "None"):

None

**J-D-15 BIOLOGICAL SURVEYS (APPLICABLE TO THIS TASK ORDER)**

**J-D-18 ENVIRONMENTAL AND RECOVERY ACT REQUIREMENTS**

**J-D-18-1 ENVIRONMENTAL REQUIREMENTS**

- A. **TOXIC METALS** – Representative samples of painted surfaces within the LC40 area have been identified to contain toxic metals. The Contractor shall assess hazards and brief government of their proposed methods of removal and disposal of building materials identified as having toxic coatings and hazardous materials. The Contractor's hazard assessment shall be conducted by a competent health and safety professional. The Contractor shall notify the Contracting Officer of hazard mitigation activities and abatement procedures 14 days prior to disruption to any suspected area.
- B. **PROTECTION OF STORED MATERIALS** – Materials and Equipment stored on-site shall be protected from the weather to prevent corrosion, rust or moisture condensation or other destructive events. It shall also be the responsibility of the contractor to protect all materials and equipment during outside storage from weather, theft or damage.
- C. **WORK AREA ACCESS CONSTRAINTS** - Access to the work site for pre-construction activities occurring before the construction work window, such as field measurements and field investigations, must be coordinated with the Owner (Space X) at least 3 working days prior to desired access.
- D. **MAINTENANCE** - If any equipment requiring periodic O&M has not been officially turned over to the Government by the scheduled maintenance times as determined by the manufacturer's recommended maintenance schedule, the contractor shall perform all recommended scheduled maintenance.
- E. **HAZARDOUS WASTES**

Hazardous and controlled waste shall be managed in accordance with all applicable statutes, rules, orders, and regulations which may include but are not limited to 40 CFR Parts 260 - 268, 273, 279, 761. All hazardous waste generated during the execution of this contract shall be disposed of by the Government. Unless directed by the Contracting officer, in no case shall the Contractor or the Contractor's representative transport hazardous waste from KSC.

The Contractor shall be responsible for identifying processes and operations and the location and nature of all potentially hazardous and controlled waste and their containers, as defined in 40 CFR Parts 261, 273, 279, or 761. KSC has established policies and procedures in place to assist the contractor for characterization, handling and storage of wastes generated on KSC. Any request for assistance shall be in writing and submitted to the Contracting officer.

The Contractor shall establish an on-site satellite waste accumulation area (SAA) within 50 feet (ft) of and within sight of any point where hazardous or controlled wastes may be generated. If a satellite accumulation area must be more than 50 ft from the point of generation, or out of sight of the generator, the Contractor shall provide a written request to the CO fourteen (14) days before the start of the waste generating process. The Contractor shall not place the satellite site in service before receiving written approval of the variance from the Contracting Officer.

Unknown wastes – If during the course of the project unidentified waste is discovered by the contractor or subcontractors, the contractor shall immediately contact the Contracting Officer and handle the waste as hazardous. The contractor shall not attempt to move, open or test any unknown commodities.

Universal Wastes (UW) –The Contractor shall handle, collect and manage any universal waste in accordance with 40 CFR 273 and Chapters 62-730 and 62-737 FAC.

Used Oil - Used oil shall be managed according to regulations established in 40 CFR 279 and Chapter 62-710, FAC.

Government Assistance – KSC has established procedures for the handling, storage and disposal of hazardous waste. To aide with proper compliance of site-specific requirements, the Government will assign a NASA Environmental Point of Contact (EPOC) for each project. The EPOC shall, upon request, assist with waste hazard determination, packaging, labeling, and disposal requirements for waste generated on KSC. The establishment of the NASA EPOC in no way relieves the contractor for compliance with requirements defined in 40 CFR Parts 261, 273, 279, or 761.

The Government will provide DOT compliant storage containers and labels upon request. The Contractor shall request the storage containers, by providing quantity and type needed, in writing to the Contracting Officer a minimum of one week before the required need date. The containers will be available for pickup by the Contractor at a location designated by the Contracting Officer. For projects that will be generating large quantities of waste (>10 waste containers needed), a two week notice must be provided to the CO to ensure availability of waste containers.

#### **F. CONCRETE WASHOUT/NPDES**

The Contractor shall not allow wastewater from standard concrete construction activities (such as on-site material processing, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, directional drilling, etc.) to enter waterways.

The Contractor shall dispose of the construction-related concrete wastewater and concrete excess by collecting and placing it in a contractor constructed settling pond where suspended material can be settled out and/or the water can evaporate to separate solids from the water. The location of the settling pond shall be coordinated with and approved by the Contracting Officer (CO). The Contractor shall remove and dispose of the residue left in the pond and restore site to original condition. Disposal of solidified shall be performed in accordance with the solid waste clause. The contractor will abide by any National Pollutant Discharge Elimination System (NPDES) permits issued for the project.

G. **RECYCLING AND SALVAGING MATERIALS**

The Contractor shall divert all of the following Construction and Demolition (C&D) waste items from the list below from disposal at landfills and incinerators to facilitate their recycling or reuse. The Contractor shall require all subcontractors, vendors, and suppliers to participate in this effort.

All materials and real property items identified below shall remain property of the Government unless excluded by the contracting documents. The contractor shall utilize on-site recycling and salvaging procedures for the following:

**DIVERSION**

Concrete<sup>1</sup>  
Asphalt<sup>2</sup>  
Land Clearing Debris<sup>2</sup>  
Dimensional Lumber (non-pressure treated)<sup>2</sup>  
Wooden Pallets<sup>2</sup>  
Blast Media (non-contaminated)<sup>2</sup>  
Cardboard<sup>3</sup>  
Aluminum Cans<sup>3</sup>  
Plastic Beverage Bottles<sup>3</sup>  
Glass (non-industrial)<sup>3</sup>  
White Paper / Mixed Paper<sup>3</sup>  
Electrical Equipment<sup>4</sup>  
Office Equipment<sup>4</sup>  
Other Equipment<sup>4</sup>

All materials and real property items identified below shall become property of the contractor at the NTP.

**RECLAIM / RECYCLE**

Metals<sup>5</sup>  
Aluminum  
Brass  
Copper  
Rebar  
Stainless Steel  
Steel  
Other Ferrous  
Other Non-Ferrous  
Scrap Metal

**Notes:**

<sup>1</sup> Concrete waste must be taken to the Diverted Aggregate Recycling and Collection Yard (DARCY) located at Schwartz Road Landfill. Follow the guidelines in the KSC DARCY Management Plan, which will be provided to the Contractor at the Pre-Work Conference.

<sup>2</sup> Asphalt, Non-contaminated blast media, Non-pressure treated and unpainted wood, lumber, plywood, green waste and land clearing debris from C&D operations must be taken to the Schwartz Road Landfill. Instructions on where to stockpile these items in the landfill will be given by personnel located inside the scale house at the entrance to the landfill.

<sup>3</sup> These items require coordination with NASA recycling manager. NASA has recycling containers placed throughout KSC. The contractor shall collect, segregate and transport these materials to the closest receptacle. NASA may provide containers to contractor site for projects generating large volumes of materials in this category.

<sup>4</sup> These items require inspection by RRMF/Environmental Management Branch recycling personnel to provide proper disposition of material. Electrical equipment (transformers / switchgear / panels / disconnects.....) disposition will be made on a case by case basis based on level of contamination and value.

<sup>5</sup> All metals coated with non-liquid PCB paints with levels below 50 parts per million shall be recycled by the contractor. Any metals coated with non-liquid PCB paints with levels above 50 ppm shall utilize the Schwartz Road Landfill after Government approval.

The Contractor shall record C&D waste materials on the "Construction & Demolition Projects Report", KSC Form 7-648 NS (02/07) and submit the form on a monthly basis and keep log on site per direction of the Contracting Officer (CO).

## **H. STORAGE TANK REPORTING**

Onsite temporary storage tanks must be Underwriter's Laboratory (UL) Listed, and American Petroleum Institute (API) or Steel Tank Institute (STI) approved for the product stored. These tanks shall be located/sited in a location that will minimize impacts to the environment in the event of a leak (not near swales, stormwater system, surface waters, wetlands, or storm drains or inlets). They shall be equipped with secondary containment to catch drips and leaks from the tank, or be double walled. Construction operations are not covered in the overall KSC Spill Prevention, Control and Countermeasures (SPCC) Plan due to their temporary nature. Each construction Contractor is required to create a project specific SPCC Plan for their activities on KSC if oil is stored in excess of an aggregate aboveground container capacity greater than 1,320 gallons (only containers greater than or equal to 55 gallons are counted). The SPCC Plan must be signed by a professional engineer, adhere to the requirements of 40 CFR 112, and be delivered to the Contracting Officer (CO) before bringing any storage tanks that are subject to this clause on site. KSC Form 21-555 KSC Pollution Incident Reporting and Notification Form shall be required if drips, leaks, or over spills occur.

## **I. PCB MANAGEMENT**

Polychlorinated Biphenyls (PCB) wastes may include, but are not limited to, oil-filled transformer, light ballasts, capacitors, electric motors, pumps and paint coatings. PCB wastes shall be managed in accordance with 40 CFR 761. PCB waste management and disposal must be coordinated through the Contracting Officer (CO).

**Government Assistance** – KSC has established procedures for the handling, storage and disposal of PCB contaminated waste streams generated on the Center. To aide with proper compliance of site-specific requirements, the Government will assign a NASA Environmental Point of Contact (EPOC) for each project.

### **LIQUID PCB**

PCB containers storing liquid PCBs at concentrations of 50 parts per million (ppm) or greater shall be removed from the generator accumulation site within **24 hours** from the date the PCB item was removed from service. This support shall be coordinated through the Contracting Officer for waste pickup scheduling **before** removal from service. The Contractor shall contact the Contracting Officer for pick-up and removal of all PCB related waste. The Contractor shall not remove any oil filled transformers from KSC. Unless analysis results determine PCB content in oil less than 2 ppm, the contractor shall coordinate any disposal of liquid PCBs through the Contracting officer.

For Equipment containing PCB concentration in OIL  $\geq$  **500 ppm**

**LIQUIDS:** Drained oil must be stored in a DOT approved container and marked with a PCB label (with the date the equipment was removed from service). Containerized liquid PCB waste must be moved to PCB storage facility immediately (within 24 hrs). Coordinate effort through KSC Waste Management Office - 5 day notice prior to removal from service is required

**CARCASS or CONTAINER:** Drained equipment must be marked with a PCB label (with the date the equipment was removed from service), stored on an impervious surface, covered from rain, and moved offsite within 30 calendar days.

For Equipment containing PCB concentration in OIL >50 ppm but < 500 ppm

**LIQUIDS:** Drained oil must be stored in an adequate container on an impervious surface, covered from rain, labeled, and moved offsite within 14 calendar days.

**CARCASS or CONTAINER:** Drained equipment must be stored on an impervious surface, covered from rain, labeled with PCB mark, dated and moved offsite as soon as practicable (not to exceed 180 days). If paint analyzed for PCBs and results < 50 ppm - No storage, marking, or dating requirement under TSCA regulations. Provide analysis results to RRMF along with KSC 7-49 form to recycle.

#### **PCB BULK PRODUCT WASTE (SOLIDS)**

*PCB Bulk Product Waste* is defined in 40 CFR 761.3 as waste derived from manufactured products containing PCBs in a non-liquid state at any concentration, where the concentration of PCBs at the time of designation for disposal is greater than or equal to ( $\geq$ ) 50 ppm. The contractor shall dispose of all PCB coated waste with a concentration over the 50 ppm limit in the Schwartz Road landfill (see Schwartz Road Landfill Article). NASA requires all contractors generating metal-based waste coated with PCBs  $\leq$  50 ppm to recycle this material (see Recycling and Salvaging Article). If these materials cannot be recycled due to excessive cost in segregation or handling, the contractor shall dispose of this waste in the same manner as PCB Bulk Product Waste.

All protective coatings that contain PCB shall be handled in accordance with the requirements of this section. Where Material Safety Data Sheets for protective coatings are available and indicate the presence of PCBs, sampling is not required. Where the presence of PCBs is not determined before work begins, PCBs shall be assumed to be present.

#### **J. SOLID WASTE - DIVERSION, SALVAGING, AND DISPOSAL**

The Contractor shall be responsible for the proper management of all solid waste generated at the Kennedy Space Center from the execution of this contract. The Contractor shall segregate and transport all solid waste to disposal locations designated in the Contract Documents. The Kennedy Space Center has numerous policies and processes in place to properly categorize, handle, store and dispose of waste streams generated during the project. It is the Contractor's responsibility to make every effort to reduce the impact of the project on the environment. This includes utilizing all practical means to reduce the amount of waste that is landfilled or incinerated.

Government Assistance – KSC has established procedures for the handling, storage and disposal of solid waste streams generated on the Center. To aid with proper compliance of site-specific requirements, the Government will assign a NASA Environmental Point of Contact (EPOC) for each project.

Solid waste can be divided into 7 categories on KSC.

1. **HAZARDOUS WASTE**
2. **NON-HAZARDOUS / CONTROLLED WASTE**
3. **CONSTRUCTION AND DEMOLITION**
4. **EXCESS PROPERTY**
5. **DIVERTED MATERIALS**
6. **RECYCLED MATERIALS**

## **7. TRASH**

Each one of the seven solid waste categories has specific KSC requirements, along with Federal, State and Local rules and regulations. The EPOC is assigned to guide the Contractor through the process but does not relieve the Contractor of any responsibilities or requirements.

### **1. HAZARDOUS WASTE - See Hazardous Waste Article**

### **2. NON-HAZARDOUS AND CONTROLLED WASTES**

Any waste not permitted by DEP regulations to be disposed of in a Class III landfill as defined in Rule 62-701.200(14), FAC.

Chromated Copper Arsenate (CCA) treated wood.

Polychlorinated biphenyls (PCBs) with the exception of PCB Bulk Product Waste.

Friable Asbestos.

Biomedical waste.

Liquid wastes, including oil.

Lead-acid / Re-chargeable batteries.

All non-hazardous solid waste that is not salvaged or recycled, and is prohibited from disposal in the Schwartz Road Landfill shall be transported to and disposed of at Brevard County's Central Disposal Facility, or a similarly permitted facility at the Contractor's expense.

### **3. CONSTRUCTION AND DEMOLITION DEBRIS**

The Contractor shall dispose of Construction and Demolition Debris generated at the Kennedy Space Center at the Kennedy Space Center's Schwartz Road Landfill. The physical dimensions of the waste shall be less than 8 feet in length x 8 feet in width. Construction and Demolition (C&D) Debris means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to: Glass, Brick, Asphalt, PVC, Gypsum wallboard, Rock, Plastics (other than plastic beverage bottles), Comingled metal scraps, Siding (other than aluminum), Non-recyclable cardboard, paper, glass (except light bulbs and lamps), Damaged Furniture, Carpeting, Fiberglas, Non-Friable Asbestos, PCB Bulk Product Waste – see ARTICLE, and other materials approved by the FDEP, and not precluded by this document, that are not expected to produce leachate which poses a threat to human health and the environment.

### **4. DIVERTED SOLID WASTE**

The Contractor shall dispose of the following solid wastes at onsite KSC disposal facilities: Soils, Trees / tree remains, Vegetative material, Non-pressure treated wood, Dimensional non-pressure treated lumber, Pallets (Unserviceable Wood), Blast Media (non-hazardous) – KSC spent sandblast disposal form required, and **clean non-coated concrete\***.

\* **DARCY** (Diverted Aggregate Reclamation and Collection Yard) - The Contractor shall segregate clean, unpainted concrete from other Construction and Demolition Debris and deliver it to the Kennedy Space Center's Diverted Aggregate Recycling and Collection Yard (DARCY). The DARCY is located west of the Schwartz Road Landfill entrance. The Government shall retain ownership of all material delivered to the DARCY. EPOC shall provide DARCY operating plan upon request.

### **5. EXCESS**

Electronic Waste or E-waste

Controlled Electrical Components

Government Identified Property

### **6. RECYCLED MATERIALS**

Aluminum cans

Plastic beverage bottles  
White paper  
Cardboard  
White goods (e.g., appliances)  
Scrap Metals:

\* All materials designated by the contract to be salvaged shall remain the property of the Government and shall be cleaned of non-salvage debris, segregated, itemized, delivered, and off-loaded by the Contractor at the RRMF. The Contractor shall maintain adequate property control records for all materials or equipment specified by the contract to be salvaged. These records may be in accordance with the Contractor's system of property control if approved by the Contracting Officer (CO). The Contractor shall be responsible for adequate storage and protection of salvaged materials and equipment pending delivery to the disposal area.

The Reutilization, Recycling and Marketing Facility (RRMF) will accept materials only if they meet the following criteria:

No leakage of any type of fluid from equipment or containers. No visible indication of old spills/releases on outside of equipment or containers that could be washed off from rainfall. All equipment that are to be offered by NASA for sale as scrap must be, in addition to being free of leaks and external contamination, drained of all fluids. All items must be accompanied by required documentation, KSC Form 7-49 (or equivalent), and identified with a full, written commercial description. EPOC shall provide forms upon request.

The RRMF will not accept leaking equipment, radioactive wastes, uncrushed drums, intact compressed gas cylinders, intact flex hoses, or biomedical wastes. Any equipment which is found to be leaking during the initial inspection of the delivery to RRMF will be reported as a spill.

## **7. TRASH**

Defined as materials with little to no economic value. Small quantities of solid waste (office and incidental waste) not requiring special handling shall be disposed of in receptacles destined for disposal at a municipal solid waste landfill (Brevard County Landfill or similar) at the Contractor's expense. Includes: Putrescible office waste (brown bag) or wet garbage, Cardboard (Unrecyclable - Contaminated with food related debris), Paper (Unrecyclable), Plastic (Empty, dry plastic items [except plastic bottles]), Food containers (containers, such as Styrofoam, plastic, etc.), Used Tires, and Chromated Copper Arsenate (CCA) treated wood.

## **K. SCHWARTZ ROAD LANDFILL OPERATIONS**

The KSC Landfill is an unlined Class III landfill. Any waste permitted by DEP regulations for disposal in a Class III landfill as defined in Rule 62-701.200(14), FAC can be accepted at the landfill (**excluding friable asbestos**). For the purpose of meeting recycling, waste diversion and reuse goals, KSC has restricted certain solid waste from landfill disposal (See Recycling and Salvaging paragraph). Landfilling of waste is the contractors' last resort for disposal. The following waste streams will be accepted:

Construction and Demolition Debris: Materials considered not water soluble and non-hazardous in nature, including but not limited to brick, glass, gypsum wallboard, plastics, concrete, steel and non-pressure treated or unpainted lumber. This also includes rocks, soils, tree remains and other vegetative matter, which normally result from land clearing or development.

### **Special Documentation required:**

Non-Friable Asbestos: Disposal of non-friable asbestos, also referred to as Non-Regulated Asbestos Containing Materials (NRACM) is handled on a case-by-case basis. KSC policy allows for the disposal of NRACM only. In order to dispose of non-friable asbestos, the Contractor shall complete and submit the KSC Non-Friable Asbestos form (KSC 28-1084 NS), which can be obtained from the Contracting Officer (CO).

The following scheduling procedures shall be followed before NRACM wastes are accepted at the landfill:

The waste generator/hauler shall make arrangements with the landfill operator a minimum of 24 hours before disposal of NRACM waste and shall inform the operator of the quantity of the waste and the scheduled date the shipment will arrive at the landfill. NRACM will be accepted at the landfill Monday through Friday no later than 1400 hours.

**L. ASBESTOS-CONTAINING BUILDING MATERIALS**

Asbestos Containing Material (ACM) is known to be present in facilities and or structures assigned under the scope of this contract. The Government will provide information regarding the location and quantity of previously identified ACM in the facilities under this contract in the contract documents.

The contractor shall employ asbestos abatement contractors licensed by the State of Florida in accordance with Florida Statute 469 Asbestos Abatement. This documentation must be available onsite and shall be provided to the Government or Government representative upon request.

The Contractor shall abate all ACM as shown or specified in the contract documents and shall notify the Contracting Officer if any undocumented ACM or suspected ACM is encountered. The Contractor shall provide a written Asbestos Management and Abatement Implementation Plan which is consistent with the requirements of Federal and State regulations. These regulations include the Occupational Health and Safety Administration (OSHA) regulation 29 CFR 1926.1101, the Code of Federal Regulations (CFR) National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61 Subpart M, the Florida Administrative Code (FAC) requirements FAC 62-257, and the Florida Statute (F.S.) 469 Asbestos Abatement and F.S. 376.60 Asbestos Removal Program Inspection and Notification Fee.

If more than 260 linear feet, 60 square feet or 1 cubic meter of RACM is to be removed, or any load-bearing structure is to be demolished regardless of whether or not asbestos is present, the Contractor shall submit to the Florida Department of Environmental Protection (FDEP) a "Notice of Asbestos Renovation and Demolition Form" (DEP Form 62-257.900(1)). This notice shall be submitted two (2) weeks before demolition. A copy of the notification shall be provided to the Contracting Officer (CO).

**M. FRIABLE ASBESTOS MANAGEMENT**

Regulated Asbestos Containing Materials (RACM) must be handled, packaged, and labeled of per EPA 40 CFR 61 and OSHA Construction Standards 29 CFR 1926.1101 prior to disposal. The contractor shall transport and dispose of all RACM at the Brevard County Landfill. No RACM will be authorized for disposal at any KSC waste facility.

**N. INORGANIC ZINC (IOZ) PAINT WASTE PLAN**

IOZ paint must be segregated and managed as hazardous waste. Prior to generating any waste stream, the Contractor must provide all MSDS and process plans to the EPOC. The EPOC will submit PWQs to the KSC Waste Management Office. The KSC Waste Management Office will issue a TRP that lists acceptable storage container types and provides specific marking/labeling instructions.

**O. OZONE DEPLETING SUBSTANCE**

The Clean Air Act requires that refrigerant vented into the atmosphere during installation, service or retirement of equipment be minimized.

R-22/ Freon if present [Ozone Depleting Substance (ODS)] is a reportable substance under the Toxics Release Inventory (TRI) reporting requirements. **If a new HVAC unit is replacing an existing unit, precautions must be taken to prevent any accidental release of refrigerant during the disassembly of the existing system and draining of the lines.** Any releases should be reported to the NASA Environmental Assurance Branch (Hien Nguyen, 867- 8455). Refrigerant must be recovered by a certified/trained competent person and if the air



conditioning unit is no longer usable, the unit must be labeled empty prior to delivery to the Reutilization, Recycling and Marketing Facility (RRMF). Usable equipment does not need to be drained but must be accompanied by certification that it is not leaking. A completed KSC Form 7-49 must be provided to the RRMF when the equipment is turned in.

## **J-D-18-2 AMERICAN RECOVERY AND REINVESTMENT ACT CLAUSES (CLINs 1-5)**

### **52.204-11 – American Recovery and Reinvestment Act—Reporting Requirements.**

#### **American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009)**

(a) *Definitions.* As used in this clause—

“*Contract*,” as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, *et seq.* For discussion of various types of contracts, see FAR Part 16.

“*First-tier subcontract*” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

“*Jobs created*” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“*Jobs retained*” means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“*Total compensation*” means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) *Other compensation.* For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at <http://www.FederalReporting.gov>.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(End of clause)

**52.214-26 -- Audit and Records -- Sealed Bidding.**

**Audit and Records -- Sealed Bidding (Mar 2009)**

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to --

(1) The proposal for the modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4) Performance of the modification.

(c) The Comptroller General of the United States, an appropriated Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—

(1) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract or a subcontract hereunder; and

(2) Interview any officer or employee regarding such transactions.

(d) *Availability.* The Contractor shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

(1) Except as provided in paragraph (e)(2), the Contractor shall insert a clause containing the provisions of this clause, including this paragraph (e), in all subcontracts.

(2) The authority of the Inspector General under paragraph (c)(2) of this clause does not flow down to subcontracts.

(End of clause)

***52.203-15 – Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.***

**Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)**

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

(End of clause)

***52.225-21 -- Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials.***

**Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials (Mar 2009)**

(a) Definitions. As used in this clause—

“*Construction material*” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“*Domestic construction material*” means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States.

“*Foreign construction material*” means a construction material other than a domestic construction material.

“*Manufactured construction material*” means any construction material that is not unmanufactured construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act (41 U.S.C. 10a-10d) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

NONE

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

Construction material description	Unit of measure	Quantity	Cost (dollars)
			*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			

Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]  
[Include other applicable supporting information.]

\*Include all delivery costs to the construction site.]

(End of clause)

***52.225-22 -- Notice of Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials.***

**Notice of Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials (Mar 2009)**

(a) Definitions. "Construction material," "domestic construction material," "foreign construction material," "manufactured construction material," "steel," and "unmanufactured construction material," as used in this provision, are defined in the clause of this solicitation entitled "Required Use of Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-21).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-21.

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-21, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-21 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.



(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-21 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

## **INVOICING PROCEDURES:**

### **Special Invoicing Instructions for Contracts Containing Recovery Act Funds**

In addition to the requirements set forth in any payment and invoicing clauses contained within the contract, the following special requirements apply to those contracts with work authorized under the American Recovery and Reinvestment Act (ARRA) of 2009 (herein after referred to as the Recovery Act).

- All requests for payment for work performed subject to the Recovery Act shall be submitted separately from requests for payment for any other work performed under the contract.
- All requests for payment for work on contracts, funded in whole or in part, with Recovery Act funds, shall identify the applicable Contract Line Item Number(s) (CLINs) associated with the supplies or services being invoiced.
- All invoices/vouchers shall be submitted via e-mail with no more than one invoice/voucher per e-mail submission. Invoices shall be submitted to [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov).
- The NASA Shared Services Center is the Designated Billing Office for Recovery Act invoices.

# RECOVERY Commercial Crew Enabling Initiatives Upgrades to launch Complex 40

## List of Attachments

Attachment Number	Document Title	Number of Pages
	Statement of Work (SOW) – RECOVERY – Upgrades to Launch Complex 40, CCAFS	16
Attachment 1	Extended Title I Clause	2
Attachment 2	Extended Title II Clauses	5
Attachment 3	Record of Environmental Considerations (REC)	4
Attachment 4	SpaceX Non-Disclosure Statement	5
Attachment 5	Davis Bacon Wage Determination	7
Attachment A	Bollards	2
Attachment B	Lower AGE Sub-Station Maintenance Scope of Work	6
Attachment C	Environmental Report	39
Attachment D	Lightning Mitigation System Scope of Work	18
Attachment E	FSB HVAC Scope of Work	3
Attachment F	Falcon Support Building Electrical Upgrade Scope of Work	3
Attachment G	Upper AGE Lighting Scope of Work	3
Attachment H	Surface Preparation and Painting	3
Attachment J	Curbing	1
Attachment K	Asbestos Survey Report	12
Attachment L	AMIS Facility/Material Details	5

## List of Tables

Table Number	Title	Number of Pages
Table 1	Design – Build Review Submittal Schedule Milestones	1